MULTIMEDIA UNIVERSITY

STUDENT ID NO

MULTIMEDIA UNIVERSITY

FINAL EXAMINATION

TRIMESTER 1, 2017 / 2018

UCY4612 – CONVEYANCING PRACTICE

(All Sections / Groups)

27 October 2017

Reading Time: 9.00a.m. – 9.15 a.m.
(15 Minutes)
Answering Time: 9.15a.m. – 12.15p.m.
(3 Hours)

INSTRUCTIONS TO STUDENT

1. Students will have **fifteen minutes** during which they may read the paper and make rough notes ONLY in their question paper. Students then have the remaining **THREE HOURS** in which to answer the questions.

2. This Question paper consists of 4 pages with 4 Questions only.

3. Attempt **FOUR** questions. All questions carry equal marks and the distribution of the marks for each question is given.

4. Students are allowed to bring into Examination Hall **CLEAN** and **ORIGINAL** copies of: (i) Legal Profession Act 1976; (ii) National Land Code 1965; (iii) Housing Development (Control & Licensing) Act 1966 (together with Rules and Regulations incorporating latest amendments); (iv) Strata Titles Act 2013; (v) Strata Management Act 2013.

   Students are not allowed to lend or borrow statute(s) during the Examination.

5. Please write all your answers in the Answer Booklet provided. Please **highlight** or **underline** all references to cases and statutes

QUESTION 1

Mr. Peter Benjamin, an Aussie has agreed to sell to Mr. Ben Leong all that parcel of a leasehold land held under separate Individual Title Geran 12345, Lot No. 789 in the Mukim Sungai Buloh, Daerah Petaling and Negeri Selangor measuring approximately 200 square metres in area together with a double storey bunglow erected thereon bearing postal address No. 44C, Jalan Petaling Buloh 12/9, 47000 Sungai Buloh, Selangor Darul Ehsan for the sum of RM3.5 million only.

There is an endorsement of restriction-in-interest on the abovesaid separate Individual Title which reads as follow:-

"*This land cannot be transferred, leased or charged without the consent from the State Authority.*"

Answer the following questions with reference to the above facts.

(a) Both parties come to see you and request you to act for them in the sale and purchase transaction. Advise the parties on the legal position with respect to the Legal Profession Act 1976 and the Bar Council's Conveyancing Practice Rulings.

(2 marks)

(b) Can the Vendor choose not to be represented? Explain your duties and responsibilities as an Advocate and Solicitor in such a situation.

(3 marks)

(c) You have now been appointed to act for Mr. Ben Leong. Mr. Ben Leong wishes to save some money and asks you for a discount on your fees. According to Mr. Ben Leong, he read from the social media stating a lawyer is allowed to give discount to his/her client for conveyancing matter. Furthermore, he also suggests that he can conduct all the mandatory searches, filing and registering of documents etc. himself in order to reduce the cost of imbursement charged by you.

(i) How will you respond?

(ii) You are required to prepare the Bill for your professional charges and disbursements for *the transfer*.

(Instructions: *You are required to itemise the details of the Bill including the formula for the calculation of professional fee and stamp duty. You are not required to calculate the amount. For items which have fixed charges set by the Bar Council, you are required to identify them specifically*).

(15 marks)

Continued...

(d) You find out that Mr. Peter Benjamin is a relative of the registered proprietor of the abovesaid property, namely Ms. Michelle Goh who is currently overseas and is acting on her behalf. Mr. Peter Benjamin would like to sign the sale and purchase agreement on behalf of Ms. Michelle Goh. Discuss how Mr. Peter Benjamin should proceed with the sale of the property.

(5 marks)
(Total: 25 marks)

QUESTION 2

Mr. & Mrs. Issac Low purchased a unit of Condominium known as Parcel No. B-8-3A, 8th Floor, Block B, OPUS Resort, Melaka, measuring approximately 1143 sq. ft. in area ("the said Property") erected on the land held under Master Title known as H.S. (D) 55678, P.T. No. 228, Daerah Melaka Tengah for the purchase price of RM650,000-00 only from Melaka Hilton Developers Sdn. Bhd. ('MHDSB') in February 2013. The separate subdivided strata title to the said Property has yet to be issued by the relevant land office/registry. They financed their purchase by assigning the said Property to Melaka Bank Bhd. ('MBB') for a housing loan. There remains an outstanding sum of RM400,000-00 only under the said loan.

Ms. Pui Yin, the former classmate of Mr. Issac Low is interested to purchase the said Property from Mr. & Mrs. Issac Low. As such, Mr. and Mrs. Issac Low contract to sell the said Property to Ms. Pui Yin, a lawyer who is currently working in Kuala Lumpur, for the sum of RM800,000-00 only in May 2017. Ms. Pui Yin intends to apply to Happy Bank Bhd. ('HBB') for a loan to finance the purchase.

Mr. & Mrs Issac Low have informed Ms Pui Yin that the said Property is rented to Ms. Ella, a student who is currently perusing her degree in Best University, Melaka with monthly rental of RM500-00 only for a term of two (2) years. Mr. & Mrs. Issac Low and Ms. Ella signed the tenancy agreement three (3) months ago.

Mr. & Mrs. Issac Low have their own solicitors. Ms. Pui Yin has appointed you as her solicitor in this sale and purchase transaction. As the solicitor for Ms. Pui Yin, advise her on the relevant procedure to complete the sale and loan transactions and the required documentation. Kindly also advise Ms. Pui Yin of the effect of the said tenancy agreement to this sale and purchase transaction.

(Total: 25 marks)

Continued...

QUESTION 3

In June 2016, Cer Si negotiates with Westeros Sdn. Bhd. (WSB) to sell all that piece of land held under Lot 123 H.S.(D) 420 Daerah Melaka Tengah (the said property) for RM 2.5 million. She instructs Ty Ri On, Advocates and Solicitors, to act for them. Cer Si informs Ty Ri On that there are no outstanding loans on the said property and that she is acting under a Power of Attorney granted by the registered proprietor of the said land, San Sa, a Malaysian citizen living in Langkawi. She also provides the computerized title deed for the said land which shows San Sa as the registered proprietor since 2003. Ty Ri On attends to the sale and transfer of the said land to WSB. Meanwhile WSB has obtained a loan from Stark Bank Bhd. (SBB) and the said land is eventually charged to SBB in October 2016. In May 2017 San Sa who holds the original title deed discovers that the said land has been transferred to WSB and charged to SBB. She now sues Ty Ri On, Advocates and Solicitors for negligence.

Advise Ty Ri On, Advocates and Solicitors on their liability.

(Total: 25 marks)

Answer EITHER Question 4(a) OR Question 4 (b)

QUESTION 4 (a)

Salina entered into a Sale and Purchase Agreement with Intan Development Sdn.Bhd. (IDSB) for the purchase of a double-storey terrace house (the said property) for the sum of RM 800,000 on 24 June 2013. Vacant possession was to be delivered on 23 June 2015. However, IDSB only notified Salina of the delivery of vacant possession of the property after a delay of 431 days. Salina is now requested to pay IDSB the sums of RM 51,750 and RM 2,300 to the IDSB being the final progressive payments. Salina instructs her solicitors to set-off the payment claimed against the late delivery charges due to her which exceed the progress payment claimed. However, IDSB refuse to set-off and refuse to deliver vacant possession.

Advise Salina on her legal rights.

(Total: 25 marks)

Continued...

OR

QUESTION 4(b)

Blue Lagoon Developers Sdn. Bhd.(BLDSB) built 6 blocks of apartments and delivered vacant possession to its purchasers some time in 2012. They continued to collect charges towards maintenance fees to manage the common areas and facilities and the sinking fund as well as insurance. A Joint Management Body (JMB) was established under the Building and Common Property (Maintenance and Management) Act 2007 sometime in June 2014. The JMB is managed by the elected committee known as the Joint Management Committee ("JMC"). However BLDSB have not furnished the accounts and refuse to hand over the monies colllected for the maintenance account and sinking fund account.

Discuss whether the JMC are governed by the Building and Common Property (Maintenance and Management) Act 2007 or by the Strata Titles Management Act 2013. Advise the JMC on their rights, resonsibilities and duties in the above situation.

(Total: 25 marks)

End of Page